



Request for Proposal
GAGA-2010-R-0078
Academic Tutoring Services for the Homeless Children and Youth in DCPS

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District of Columbia Public Schools, Office of Youth Engagement (OYE) is seeking a Contractor to provide academic tutoring services for identified Homeless Children and Youth who attend the District of Columbia Public Schools.

The contractor shall provide academic services in alignment with the DCPS Teaching and Framework that support education development for identified Homeless Children and Youth in DCPS.

The contractor shall provide identified Homeless Children and Youth academic services to enhance their knowledge and skills and to raise academic achievement.

B.2 PRICE SCHEDULE

B.2.1 This is a Fixed Price Requirement Contract with a base year and four (4) option years.

B.2.2 The contractor **MUST** complete a cost schedule for services for approximately 40-50 students in grades 3 to 8 for the base period and the four option years.

Please use the following Fixed Price Requirement cost schedule for pricing:

B.2.3 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Unit (Price per student)	Estimated Quantity	Estimated Total Price
0001	Academic Tutoring Services	\$ _____	50	\$ _____

B. 2.3.1 OPTION YEAR 1

Contract Line Item No. (CLIN)	Item Description	Unit (Price per student)	Estimated Quantity	Estimated Total Price
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0001	Academic Tutoring Services	\$ _____	50	\$ _____
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B.2.3.2 OPTION YEAR 2

Contract Line Item No. (CLIN)	Item Description	Unit (Price per student)	Estimated Quantity	Estimated Total Price
0001	Academic Tutoring Services	\$ _____	50	\$ _____

B.2.3.3 OPTION YEAR 3

Contract Line Item No. (CLIN)	Item Description	Unit (Price per student)	Estimated Quantity	Estimated Total Price
0001	Academic Tutoring Services	\$ _____	50	\$ _____

B.2.3.4 OPTION YEAR 4

Contract Line Item No. (CLIN)	Item Description	Unit (Price per student)	Estimated Quantity	Estimated Total Price
0001	Academic Tutoring Services	\$ _____	50	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:



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The Government of the District of Columbia, Office of Contract and Acquisitions, on behalf of the District of Columbia Public Schools, Office of Youth Engagement (OYE), is seeking a contractor to provide academic tutoring services for identified Homeless Children and Youth who reside in shelters and attend the District of Columbia Public Schools (DCPS).

The Contractor shall provide academic tutoring services in alignment with the DCPS Teaching and Learning Framework that support education development for identified Homeless Children and Youth residing in shelters in the District of Columbia and attending DCPS.

The Contractor shall provide identified Homeless Children and Youth academic tutoring services to enhance their knowledge and skills and to raise academic achievement.

The anticipated duration of the required academic tutoring services will be of approximately four (4) weeks with an approximate start date of March 16, 2010 and an approximated end date of April 16, 2010. Approximate dates are only offered for reference and are subject to change at OYE's discretion.

The Contractor shall render academic tutoring services that are consistent with the content and instructions approved by the DCPS Local Education Agency (DCPS LEA) and Office of Youth Engagement (OYE). The services must be research-based, meet high quality standards, and be specifically designed to increase student academic achievement, in accordance with the Contractor's approved proposal, and as indicated in the scope of work (Section C). Services in the form of tutoring must include approaches that are consistent with the content and instructions used by the LEA and are aligned with the State's core curriculum content standards. Services for participating and identified Homeless Children and Youth students include, but are not limited to the following: Instructional/tutorial services in math and reading and computer assisted instruction (if necessary).

C.2 GOAL AND PURPOSE

The primary purpose of providing academic tutoring services for identified Homeless Children and Youth is to raise student academic achievement and to empower parents to make decisions regarding their children's education. The term "academic tutoring services" refers to extra academic help provided at no cost to the students in the core content areas, such as reading, math, social studies, and science, as well as English language proficiency for students with limited English proficiency (LEP). This extra help can be provided before or after school or on weekends. These enrichment services should



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be consistent with the Teaching and Learning Framework used by the DCPS LEA and is aligned with the State's academic content and achievement standards. The contractor must also agree to:

1. In conjunction with the student's families; develop an Individual Student Service Plan for each student to be served. The plan must be collaboratively developed based upon the unique needs of each student and approved by DCPS.
2. Ensure that the program content, pedagogy and all other aspects of program delivery are consistent with the instruction provided and content used by the LEA and the state. The content must be aligned with the District of Columbia Teaching and Learning Framework and assessment measures (Please refer to Section C.3).
3. Provide services that are secular, neutral, rigorous, and of high quality. Services must be designed to enable students to attain their specific achievement goals adhering to the timetable collaboratively developed in the Individual Student Service Plan.
4. Measure and report student progress. All student progress reports must be directly aligned with the DCPS Teaching and Learning Framework and the
5. Individual Student Service Plan and must be presented in a format and language that parents can understand.
6. Provide parents of children receiving academic tutoring services and OYE with meaningful student progress reports. Reports to parents must include a hard copy. Passive reporting, such as an on-line posting, does not fulfill a provider's legal obligation to communicate student progress with parents.
7. Provide OYE with a summary progress report for each student at the end of services.
8. Ensure the privacy of the student and OYE.
9. Meet all applicable federal, state, and local health, safety, and civil rights laws.
10. Participate in the DCPS and LEA monitoring process.

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11. Maintain all documentation related to the provision of the program for at least five years. Such documentation includes, but is not limited to, proof of student attendance, student work, copies of curricular materials used in the program, and evidence of staff qualifications.

C.3 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1.	DC Content Standards Teaching and Learning Framework	http://www.osse.dc.gov/seo/cwp/view,a,1274,q,561249.asp	November 2009

C.4 DEFINITIONS

C.4.1 Homeless Child and Youth is defined as:

1. Children and youth who lack a fixed, regular, and adequate nighttime residence;
2. Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
3. Children and youth who are residing in shelters, hotels, motels, trailer parks, or camping grounds due to lack of alternative adequate accommodations;
4. Children and youth who are living in emergency or transitional shelter (including DC transitional housing)
5. Children and youth who are abandoned in hospitals
6. Children and youth who are awaiting foster care placement
7. Children and youth who have a primary nighttime residence that is private or is a public place not designed for, or ordinarily used as a regular sleeping accommodation for human beings;
8. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
9. Migratory children who qualify as homeless because they are living in circumstances described above; and
10. Unaccompanied youth, including youth who are not in the physical custody of a parent or guardian, and who qualify as homeless because they live in any of the aforementioned circumstances.

C.4.2 Free and Appropriate Public Education: Is defined as the educational programs and services that are provided to the children and youth of the State and that are consistent with State school attendance laws must include special populations such as homeless children and youth. Additionally, each State educational agency, shall assure that each

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child of a homeless individual, and each homeless youth has equal access to a free, appropriate public education. If the homeless children and youth meet eligibility criteria they must be included in programs and services that include but are not limited to: transportation services, gifted and talented programs, and all Title I services provided. Title I services include local educational programs (e.g., Educational Services and extended day programs), educational programs for students with disabilities, educational programs for students with limited English proficiency, programs in vocational education, and school meal programs.

C.4.3 School Age Children: According to the District of Compulsory School Attendance Amendment Act of 1990, all children of compulsory school age are required to attend school or receive an equivalent education approved by the local educational agency. Compulsory school attendance age is five (5) years to the eighteenth (18th) date of birth of the student. Children ages three (3) and above are eligible to attend pre-kindergarten programs. However, students identified and or determined to be in need of special education services are eligible for slightly extended school attendance ages. These students are eligible to attend school from ages three (3) until their twenty second (22) birth date.

C.4.4 School of Origin: Is defined as the school that the child/youth attended when permanently housed or the school in which the child was last enrolled.

C.4.5 Doubled Up: Is defined as children and youth who are sharing the housing of other persons due to loss of housing economic hardship, or a similar reason. Families who are living in doubled up circumstances voluntarily for purposes of saving money are generally not considered homeless.

C.4.6 Transient/Transitory: Is defined as in a state of mobility and lacking a fixed, regular and adequate nighttime residence.

C.4.7 Dispute Resolution Process: Is the method used to determine a school placement decision that is in the best interest of the child or youth. This process may be required in cases when parents/guardians or an unaccompanied youth object to the initial determination made by school personnel regarding school selection or other school enrollment decision for the homeless child or youth.

C.4.8 Local Lead Liaison: Is the staff person(s) designated by the administrators of the particular Local Educational Agency (LEA). Each LEA in the state must as mandated by federal law -designate and submit the name of the designee to the state for purposes of

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carrying out the duties assigned to the local lead (homeless) liaison by the McKinney-Vento Homeless Assistance Act upon request or as required.

C.4.9 School Based Liaison: Is the local school staff member appointed by the principal. This individual is generally a school counselor, clinician, or school psychologist who serves as the immediate on-site point of contact for children and families experiencing homelessness or transition.

C.4.10 Awaiting Foster Care: Is defined as the time period that a child is removed from their home until entry into a permanent placement, designated by the Child and Family Services Agency (CFSA). If a child is legally adopted or placed into a permanent residence, then that child is no longer eligible for McKinney-Vento Homeless Assistance Act.

C.4.11 Free and Appropriate Education: Refers to the educational programs and services that are ordinarily provided to the non-homeless children and youth of the State. These programs and services are consistent with State school attendance laws and must offer services to special populations including but not limited to homeless children and youth. If homeless children and youth are determined eligible because they have met any of the definitions of homelessness or other similar criteria, then these students must also be afforded to transportation services, gifted and talented programs as well as automatic qualification for Title I services and programs. Local educational agency programs, educational programs and services for students with disabilities, educational programs for students with limited English proficiency, vocational education, and school meal programs, are included in the academic services cadre that must be made available to identified homeless children and youth.

C.5 BACKGROUND

District of Columbia Public Schools, Office of Youth Engagement is seeking a qualified contractor who can provide comprehensive academic tutoring services that are consistent with the content and instructions approved by the DCPS LEA and OYE to an estimate of 40 to 50 students in grades 3 to 8 for an approximate time period of 4 weeks for base year term. The subsequent option years 1-4 may require a longer performance period based on the availability of funds.

C.6 REQUIREMENTS

C.6.1 The Contractor shall develop an Individualized Student Learning Plan (ISLP) for each student (a total of approximately 40-50, in grades 3-8) which includes appropriate information on the student's progress and achievement status relating to academic

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tutoring services that have been agreed upon with DCPS LEA and DCPS OYE. Based on the student data, a written statement shall be developed which specifies the service(s) the student shall be provided by the Contractor. The ISLP shall also include the areas of weaknesses and prescribe the researched-based curriculum to be administered by the Contractor to improve the students' academic achievement. **The contractor, in its proposal, shall provide a response to the following areas A-G:**

A. Evidence of Effectiveness

1. Provide empirical or statistical evidence of significant improvement in student academic achievement in either English/language arts, Mathematics, or both over time as a result of contractor's services. Where appropriate, this response should include clearly labeled tables/graphs/charts that depict the academic improvement of students.
2. Provide a description of the methodology used to collect this evidence (measures and analysis used).

B. Documentation of High Quality Curriculum and Instructional Strategies

1. Describe your tutoring program. Explain the research upon which your program is based. Include all necessary research citations.
2. Describe the curriculum used by your program.
3. Describe instructional methods that are used to implement the curriculum described in 2.
4. Describe the direct link between your program's elements (e.g., curriculum, instructional methods, length & number of sessions, class size, lesson plans, etc.) and increased student achievement. Include all necessary research citations.
5. Provide a detailed description of a one-hour module of tutoring. This section should include a detailed sample lesson plan and materials for a one-hour module of tutoring. Additionally, the sample lesson plan should refer to the components of the curriculum used during this sample lesson.

C. Connection to the District of Columbia Content Curriculum Standards and Instructional Programs

1. Describe the ways in which your program's curriculum and instructional methods directly connect to the District of Columbia Content Curriculum Standards, especially those for English/Language Arts and Mathematics. Provide specific examples of how your curriculum and lessons plans directly address the District of



Columbia Content Curriculum Standards. Be sure to include exact standard citations.

2. Describe how you have established or plan to establish connections with the academic programming staff of the D.C. Public Schools attended by the students that participate in the tutoring program.
3. Cite specific DCPS curriculum or instructional methods to which your program connects, as applicable. Please note that contractors are required to provide academic tutoring services to students in the District of Columbia Public Schools ONLY.
4. Describe how your organization plans to build relationships with OYE staff and homeless shelter staff.

D. Student Assessment and Goal Setting

1. Describe a typical learning goal for a student (e.g. students who complete 40 sessions will gain one-half of a grade level equivalency as measured by the Brigance Assessment) and explain the method and reasoning behind your organization's goal setting.
2. Describe how you have worked or plan to work with LEA staff and parents to ensure that individual student goals are measurable, feasible, and individually appropriate.
3. Name and describe the standardized assessment that will be used to pre-test students to diagnose and assess student needs and to post-test students to measure growth. Provide a description of why this assessment was selected and evidence that this assessment is an appropriate and valid measure for your programming.
4. Describe how the selected assessment connects to DC-CAS as a measure of a student's mastery of District of Columbia state standards.

E. Assessment of Progress and Reporting Information

1. Describe the process used to develop an individualized instructional program based on each student's individual needs with clear goals and a timetable for achievement gains. This section must include a description of how the standardized test described in Section D will be used as part of the program development process.



2. If you plan to operate as a small or large group program (i.e., with a student/tutor ratio of greater than 1:1), describe how tutoring will be individualized based on student needs and the program developed for each student even in the small or large group, as well as the ways in which tutors will adjust each student's programming based on student progress, OR if you plan to operate as a one-to-one program, **describe how you** will adjust instruction periodically based on each student's level of progress toward academic goals.
3. Describe the specific procedures, including the timeline and frequency of reporting, to be used in reporting student progress to the following:
 - Parents
 - OYE
4. Describe your progress report and include an actual sample progress report.
5. Explain how you will maintain compliance with confidentiality precautions as set forth in NCLB and FERPA in your progress reporting.

F. Qualifications of Instructional Staff

1. Include position description for each staff selected to serve as a tutor.
2. Include a copy of all staff resumes and a copy of degree(s) and/or certification(s) to document qualifications to serve a tutor in your program.
3. Describe how your staff qualifications are appropriate for your program (e.g., How will staff with these qualifications enable your program to improve student academic achievement?).
4. Describe your process for recruiting and retaining high quality staff.
5. List and describe the professional development opportunities tutors will be required to attend.
6. In addition, explain how these opportunities will directly improve the instruction and services offered by staff (e.g., how will each opportunity enable tutors to help students improve academic achievement?)

G. Student Safety

1. **Pursuant to D.C. Code §4-1501.03, the Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. This process must be completed by DCPS Human Resources Fingerprinting Division.**



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- 2. Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required of every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS school or to any DCPS student. Background checks shall include fingerprinting.**
 - 3. The Contractor shall ensure that all proposed staff who will be directly working with DCPS students are fingerprinted prior to entering a school building or interacting with students. To ensure the continuity of service delivery, the Contractor shall ensure that their staff have been fingerprinted and cleared to work in DCPS.**
 4. Tuberculosis test results must be on file for all employees who come in direct physical contact with students.
 5. Describe your organization's policies concerning student safety which MUST include policies regarding student drop-off/pick-up, transportation (if applicable), evacuation plans, disciplinary action, emergency notification, and any other applicable policies. In addition, please attach copies of these policy documents.
- a. Compliance with Federal, State, and Local Health, Safety, and Civil Rights Laws**
1. Submit evidence demonstrating that your organization complies with federal, state and local civil rights protections for employees and students (e.g., a description of hiring procedures, documents that include the organization's non discrimination policy, etc.).
 2. If you intend to provide services to students with disabilities, submit evidence demonstrating that your organization complies with IDEA and ADA requirements.
 3. Maintain compliance with all federal and state laws and regulations and will not discriminate on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status or disability. This applies to all educational programs and extra-curricular activities.

C.6.2 PROGRAM IMPLEMENTATION

The Contractor shall:

- 1) Render academic services at minimum 3 days a week and 6 hours a week at the designated Homeless Shelter site(s) (TBD) selected by the DCPS LEA and DCPS OYE. The services rendered will operate no more than a 6:1 student



to teacher ratio (with a maximum of 50 students, 25 students per site) for the academic services provided at the Shelter site(s).

- 2) Provide DCPS OYE and DCPS LEA with copies of sign-in sheets and/or timesheets and attendance sheets verifying the hours of service provided.
- 3) Understand that DCPS LEA and DCPS OYE are responsible for planning, designing, and implementing the academic program through the contractor, therefore the contractor must not delegate that responsibility to the Homeless Shelter Liaison(s). Therefore, after consultation with the Homeless Shelter Official(s) regarding academic services for eligible students and their family, and the DCPS LEA and DCPS OYE design the academic program that meets the needs of identified Homeless Children and Youth participants.
- 4) Ensure that all negotiations, operational decisions, and other concerns regarding the implementation of the program will only be made under the direction of the DCPS LEA and DCPS OYE, who has sole responsibility and accountability for the academic program. The Contractor shall not negotiate with Homeless Shelter officials regarding any level of implementation of services. Failure to comply with this requirement will be considered a major breach of Contract and may result in its immediate termination.
- 5) Only render the services approved by the DCPS' LEA and DCPS OYE in accordance with the Contractor's approved proposal.
- 6) Use only the approved curriculum/program design unless a prior written consent has been obtained from the DCPS OYE, and approved by the DCPS Contracting Officer. If consent is granted, the contract will be amended in accordance with approvals by DCPS OYE.
- 7) Offer clear, complete details regarding the capacity to deliver proposed scope of services.
- 8) Use only the Teaching and Learning Framework and other components of designated services as submitted and approved by the LEA. These services



must be designed to increase the academic achievement of students in low performing schools.

- 9) Ensure that all applicable Federal, State, Local Health, Safety and Civil Rights laws are adhered to in accordance with Section 1120A and Section 9301 of the Elementary and Secondary Education Act, as amended.
- 10) Ensure that all instruction and content provided is secular, neutral and non-ideological.
- 11) Submit progress reports to the DCPS LEA and DCPS OYE. Pre and Post assessment data, Attendance data and Summary Report of the program will be due 2 weeks after the program's end.
- 12) Ensure that no disclosure shall be made to any persons or entities of the identity of any student without the prior written consent of the parent/guardian of the student.
- 13) Ensure that students are not added or subtracted from the program without prior permission from DCPS LEA, OYE and the parent(s).
- 14) Ensure that all personnel delivering services on behalf of the Contractor have been fingerprinted and have had criminal background checks performed through DCPS or a designated recognized provider approved by DCPS. Personnel must not commence work with students and their families until fingerprinting and background checks have been completed and verified for approval by DCPS LEA.
- 15) Certify that it has not been debarred or suspended from doing business with The D.C. Government prior to contract award. This certification will become incorporated as part of the contract.
- 16) Maintain proper and adequate insurance as outlined in Section I.8 - Insurance and shall provide proof of such insurance to DCPS prior to providing services at the school. The insurance shall remain in full force the duration of the contract.

C.7 DCPS RESPONSIBILITIES



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OYE will:

- 1) Provide oversight and accountability for the full implementation of the services pursuant to agreements resulting from the consultation with the Homeless Shelter officials. Also DCPS OYE shall respond to concerns and questions that the Homeless Shelter officials may have, as needed, regarding the services implemented at the Homeless Shelter.
- 2) Determine the students' eligibility to receive services.
- 3) Identify students and submit appropriate and necessary student information to the contractor, which includes name, grade, school attending, standardized scores, and prior to the commencement of services.
- 4) Maintain control over all items and retain certified inventory list of materials purchased with Federal funds (if applicable).
- 5) Ensure that the Contractor appropriately and timely labels and logs all items and materials purchased with Federal entitlement funds (if applicable).
- 6) Ensure that all items and materials purchased with Federal entitlement funds are properly collected at the conclusion of the program (if applicable).
- 7) Ensure that there are adequate safeguards in place to prevent loss, damage, or theft of equipment/materials purchased with Federal entitlement funds (if applicable).
- 8) Review and approve invoices for payments to the Contractor for actual services rendered, not to exceed the limits included in the MOA, on a monthly basis.
- 9) Terminate this agreement at any time by providing a 30 days written notice to the Contractor if:
 - a. Homeless Shelter officials choose to no longer participate in the program
 - b. Contractor violates any terms of this agreement; or
 - c. Contractor fails to provide the quality and quantity of services proposed and approved by the DCPS LEA.

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- 10) Monitor Agreement in accordance with the terms and conditions stated in the contract.
- 11) Pay Contractors for approved services rendered during the term of the contract.



Performance Requirement	Performance Standard	Acceptable Quality Level	Surveillance Method and Frequency
A demonstrated record of effectiveness in improving student academic achievement.	Acceptable evidence includes documentation of improvement in student academic achievement such as successful and sustained remediation of reading or math difficulties, and/or evidence of positive impact on additional outcomes (school grades, standardized test results, etc.).	The reports should be electronically written, address all the required components, and demonstrate improvement in participants' acquisition of skills.	DCPS will conduct at least one (1) site visits during the course of the program. Additionally, DCPS LEA will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants.
Documentation that the instructional strategies used by the provider are aligned with the DCPS Teaching and Learning Framework, evidence-based, high quality and designed to increase student academic achievement.	Acceptable evidence includes documentation of the successful implementation of instructional practices based on sound research and/or documented success by other providers/entities using the practices.	Supporting documentation and evidence in the proposal	DCPS will conduct at least one (1) site visits during the course of the program.
Evidence that services are consistent with the instructional program of the LEA and state academic standards	Acceptable evidence includes alignment of provider's curriculum with the District of Columbia curriculum content standards and state assessments. (The District of Columbia curriculum content standards can be found at www.osse.dc.gov . Click the link entitled "Teaching and Learning Standards.")	Supporting documentation and evidence in the proposal	DCPS will conduct at least one (1) site visits during the course of the program.
Evidence of the capacity to deliver services which are consistent with applicable federal, state, local health and safety, and civil rights laws.	Acceptable evidence includes the signed assurances and other requested materials associated with this application, a copy of a District of Columbia Department of Finance and Revenue Tax Certification Affidavit, and a copy of adequate liability insurance.	Supporting documentation and evidence in the proposal	DCPS will conduct at least one (1) site visits during the course of the program.

C.8 PERFORMANCE MEASURES



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SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services contracts, dated March 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	Pre-Assessment Data Report	1	Hard/Soft Copy	2 weeks after end of program	COTR
0002	Attendance Data Report	1	Hard/Soft Copy	2 weeks after end of program	COTR
0003	Post Assessment Data Report	1	Hard/Soft Copy	2 weeks after end	COTR



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				of program	
0004	Summary Report of the Program	1	Hard/Soft Copy	2 weeks after end of program	COTR

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting



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Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Office of the Chief Financial Officer
825 North Capitol Street, N.E. 7th Floor
Washington, DC 2000
Attention: Accounts Payable
Telephone: 202-442-5300**

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the

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Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to _____ (name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

G.6.1.1.1 the 3rd day after the required payment date for meat or a meat product;

G.6.1.1.2 the 5th day after the required payment date for an agricultural commodity; or



G.6.1.1.3 the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or



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entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Franklin Austin
Contracting Officer
Office of Contracting and Acquisitions
825 North Capitol Street, N.E, 7th Floor
Washington, DC 20002
Telephone: (202) 442-5111
Fax: 202) 442-5634/5093
Franklin.Austin@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and



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supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Laura Harding
Assistant Director
Office of Federal Programs (OFP)
825 North Capitol Street N.E., 8th Floor
Washington, D.C. 20002
Telephone: (202) 442-5570
Laura.Harding@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; and may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No. 8, Date of Revision: 05/26/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE

EMPLOYMENT AGREEMENT



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H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

H.5.3.1 Number of employees needed;

H.5.3.2 Number of current employees transferred;

H.5.3.3 Number of new job openings created;

H.5.3.4 Number of job openings listed with DOES;

H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

H.5.3.6.1 Name;

H.5.3.6.2 Social security number;

H.5.3.6.3 Job title;

H.5.3.6.4 Hire date;



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H.5.3.6.5 Residence; and

H.5.3.6.6 Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

H.5.5.1 Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

H.5.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

H.5.5.2.1 Material supporting a good faith effort to comply;

H.5.5.2.2 Referrals provided by DOES and other referral sources;

H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

H.5.5.2.4 Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.



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H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency CFO and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall

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comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.4 RIGHTS IN DATA

I.4.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.4.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or



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photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.4.3 The term "Computer Software", as used herein be a computer program and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.4.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.4.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor shall hereby acknowledge that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor shall hereby transfer and assign to the District the ownership of copyright in such works, whether published or unpublished. The Contractor shall agree to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor shall agree not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.4.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be

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furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.4.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.4.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.4.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.4.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.4.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the



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District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.4.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the contractor's rights in that subcontractor data or computer software which is required for the District.

I.4.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.4.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.4.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.4.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.4. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.



1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.



The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Franklin Austin
Contracting Officer
Office of Contracting and Acquisitions

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825 North Capitol Street, N.E, 7th Floor
Washington, DC 20002
Telephone: (202) 442-5111
Fax: 202) 442-5634/5093
Franklin.Austin@dc.gov

I.9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

SECTION J: LIST OF ATTACHMENTS

J.1 Wage Determination No.: 2005-2103, Revision No.: 8, Date Of Revision: 05/26/2009

J.2 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007

J.3 E.E.O. Information and Mayor's Order 85-85

J.4 Tax Certification Affidavit

J.5 First Source Employment Agreement

J.6 FR 500

J.7 Cost/Price Disclosure Certification

J.8 Living Wage Act of 2006

J.9 Request for Taxpayer Identification Number and Certification

J.10 Master Supplier Information

J.11 Past Experience Questionnaire

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The Contractor must obtain a copy of the Incorporated Attachments in Section J, complete and incorporate the forms with the offer.

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that it operates as:

(a) A corporation incorporated under the laws of the State of: _____
an individual, a partnership, a nonprofit organization, or a joint venture.

(b) If the offeror is a foreign entity, it operates as: an individual, a joint venture, or
a corporation registered for business in (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror Date

Name Title

Signature

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance

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reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.



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(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers



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The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

Submit one original copy to include the Technical and Price Proposal and five (5) copies to include the Technical and Price Proposal. These proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The original and five (5) copies shall be submitted in a sealed envelope conspicuously marked: "Proposal and five (5) copies in Response to Solicitation No. GAGA-2010-R-0078, titled Educational Services for the Homeless Children and Youth in DCPS and name of offeror.)"

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 A pre-proposal conference will be held on **Thursday, February 11, 2010 at 11:00 A.M. EST at 825 North Capitol Street, N.E. Suite 7066, Washington, D.C. 20001.**

Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Offerors are requested to bring a copy of the RFP to the Pre-Proposal Conference.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 10:00 AM EST, Tuesday, March 2, 2010.

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

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(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one.

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The prospective offeror shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracts and Acquisitions, 825 North Capitol Street, N.E., 7th Floor, Washington, DC 20002, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the



title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS



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All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of offeror;

L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide



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a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and



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regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be no responsible.

L.19 PROPOSAL ORGANIZATION AND CONTENT

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable. The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal. Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information will allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M.

L.19.1 TECHNICAL PROPOSAL

The Technical Proposal (Part 1) shall describe in as much detail as necessary the specific approach proposed to provide the services described in this RFP, focusing on three areas: 1) management strategy to providing service, 2) capacity to provide service, and 3) the Offeror's past performance in providing similar services. The

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Offeror's Technical Proposal shall provide the following information:

L.19.1.1 Tab 1 - Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to effectively provide academic tutoring services. Proposals **must** include, but need not be limited to, the following:

- (1) Description of the Offeror's approach to providing and managing the services specified in Section C.
- (2) Proposed Start-Up/Transition Plan, including timeline.
- (3) Identification of proposed subcontractors, including description of the proportion of work to be performed by each subcontractor.
- (4) Explanation of how prime contractor plans to monitor and evaluate the performance of subcontractor and prime contractor personnel.
- (5) Description of firm's approach to Quality Assurance.
- (6) Description of firm's approach to Quality Improvement.
- (7) Description of any proposed information technology systems to be utilized in performance of services, including hardware, software, and associated network, data migration and training requirements.

L.19.1.2 Tab 2 - Technical Capacity

The information contained in this section shall facilitate the evaluation of the Offeror's technical capacity including the staff, organization, and resources to perform the required services. Proposals must include, but need not be limited to, the following:

- (1) Description of management team.
- (2) Proposed staffing plan, including proposed labor mix and work hours per labor category.
- (3) Offerors must provide resumes of proposed key personnel to be assigned to the contract, which detail the relevant skills and experience of each staff member. The Offeror must warrant that the key personnel proposed will be available if awarded the contract.
- (4) Offeror must provide copies of accreditation of organization and certifications and credentials of staff who will be conducting the training courses.

L.19.1.3 Tab 3 - Previous Experience/Past Performance of Offeror

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The information requested in this section shall facilitate evaluation of the Offeror's previous, successful experience in providing Academic Tutoring Services Proposals. Offeror's **must** include, but need not be limited to, the following:

(1) Detailed description of Offeror's (and any proposed subcontractor's) experience in providing similar services as described in Section C. In the case of a newly formed business entity or in teaming arrangements where the companying is relying mostly on the past performance and experience of its key personnel, partners on the team, or on a major subcontract(s), the proposal must clearly explain "whose" past performance, and "how" that past performance is relevant to the procurement.

(2) Three (3) client references for which each subcontractor, as applicable, has provided services similar to those described in Section C. References shall include contract name and title, contract's project responsibility, client name, address, telephone number, email address and hours available. The District will contact the client reference provided and request completion of a Past Performance Evaluation using a form similar to the one provided in Attachment J.8. (3) Settled and pending litigation against the company.

L.19.1.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements

Offerors must complete and submit, with their proposals, the required Attachments (see Section J) (if applicable), certifications stated in Section K – Certifications of this solicitation and acknowledgements of receipt of any amendments to the solicitation.

L.19.2 PRICE PROPOSAL

The Price Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.2 of the solicitation, and Cost/Price Data and Certification (Section J). The Offeror must provide cost/price data for each year of the contract (base and option years). The offeror must submit proposal as Part I. Technical and Part II. Price

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not

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necessarily determine award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 EVALUATION FACTORS

Each of the following evaluation factors and sub-factors listed below in descending order of importance and will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

M.3.1 TECHNICAL FACTORS (90 points maximum)

M.3.1.1 Technical Approach (50 points maximum)

M.3.1.1.1 The Offeror has presented evidence of effectiveness in improving student academic achievement.

M.3.1.1.2 The Offeror has presented documentation of high quality curriculum and instructional strategies.

M.3.1.1.3 The Offeror has presented connection to District of Columbia State Curriculum Content Standards and DCPS LEA Instructional Programs.

M.3.1.1.4 The Offeror has presented evidence of a student assessment and goal setting methodology and the reasoning behind it.

M.3.1.1.5 The Offeror has presented evidence of being able to assess student progress and student assessment and provide reporting information.

M.3.1.2 Technical Capacity (40 points maximum)

M.3.1.2.1 The Offeror has proposed instructional personnel that possess the necessary qualification for and experience in successfully providing high quality tutoring services.

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M.3.1.2.2 The Offeror has proposed an overall staffing plan to successfully complete the requirements of the solicitation.

M.3.1.2.3 The Offeror has presented proof of accreditation, credentialing, certification of training staff.

M.3.1.3 Previous Experience and Past Performance of Offeror (20 points maximum)

M.3.1.3.1 The Offeror has demonstrated its ability to perform the requirements by its and its subcontractor's relevant, successful past performance on similar contracts. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, overall satisfaction of the Offeror's past performance, and the Offeror's previous experience. The Offeror is not party to any settled or pending litigation that would negatively affect the Offeror's ability to provide services under this contract.

M. 4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.4.1 TECHNICAL CRITERIA (90 Points)

M.4.2 PRICE CRITERIA (10 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal

----- x weight = Evaluated price score

Price of proposal being evaluated

M.4.3 PREFERENCE (12 Points)

Please refer to Section M.6.

M.4.4 TOTAL (112 Points)

M.5 EVALUATION OF OPTION YEARS



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The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.6.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.6.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.5 Two percent reduction in the bid price or the addition of two points on a

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100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
M.6.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.6.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.6.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.6.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.6.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.6.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

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M.6.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.5 Vendor Submission for Preferences

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if



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additional information is required on certification procedures and requirements.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

THE END